



09-12-2000

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U.S. Patent &amp; TMO/TM Mail Rpt Dt. #57

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

101454396

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**RECORDATION FORM COVER SHEET  
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**☒

New

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Resubmission (Non-Recordation)

Document ID #

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Reel #

Frame #

**Conveyance Type**☐

Assignment

☐

License

☐

Security Agreement

☐

Nunc Pro Tunc Assignment

☒

Merger

Effective Date  
Month Day Year

05021996

☐

Change of Name

☐

Other

**Conveying Party**☐

Mark if additional names of conveying parties attached

Name

Research Seeds, Inc.

Execution Date  
Month Day Year

05021996

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☒

Corporation

☐

Association

☐

Other

☒

Citizenship/State of Incorporation/Organization

Missouri

**Receiving Party**☐

Mark if additional names of receiving parties attached

Name

Halsey Seed Company, Inc.

DBA/AKA/TA

Composed of

Address (line 1)

120 Corporate Park Drive

Address (line 2)

Address (line 3)

Henderson,

City

Nevada

State/Country

89014

Zip Code

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☒

Corporation

☐

Association

☐

Other

☒

Citizenship/State of Incorporation/Organization

Nevada

**FOR OFFICE USE ONLY**

09/12/2000 JJALLAH2 00000154 1217757

01 FC:481

40.00 OP

02 FC:482

25.00 OP

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**TRADEMARK**  
**REEL: 002132 FRAME: 0345**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (336) 721-3747

Name

Randel S. Springer, Esquire

Address (line 1)

Womble Carlyle Sandridge & Rice, PLLC

Address (line 2)

Post Office Drawer 84

Address (line 3)

Winston-Salem, North Carolina 27102

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 3

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)


1217757	1304022	

**Number of Properties**

Enter the total number of properties involved.

# 2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 50-0517

Authorization to charge additional fees:

Yes

☒

No

☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Randel S. Springer

Name of Person Signing

  
Signature

August 2, 2000

Date Signed

## **BILL OF SALE**

Pursuant to the terms of that certain Asset Purchase Agreement (the "Agreement"), dated May 2, 1996, by and among Research Seeds, Inc.; a Missouri corporation ("Seller"), Halsey Seed Company, Inc., a Nevada corporation ("Buyer") and AgriBioTech, Inc., a Nevada corporation, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, conveys, transfers and delivers to Buyer and its successors and assigns, effective as of May 2, 1996, the Assets as such term is defined in the Agreement, on the terms and conditions set forth in the Agreement, including, without limitation, the following:

(a) the marketable inventory, including, but not limited to the hybrid seed corn, alfalfa, soybeans, forage seeds, turf seeds and small grains, which relates to the Business as set forth on Schedule 1(a) attached hereto.

(b) the land which relates to the Business, as set forth on Schedule 1(b) attached hereto.

(c) the buildings and improvements, including storage, which relate to the Business, as set forth on Schedule 1(c) attached hereto.

(d) the equipment and machinery, which relate to the Business, as set forth on Schedule 1(d) attached hereto.

(e) the office furniture and fixtures which relate to the Business, as set forth on Schedule 1(e) attached hereto.

(f) the automobiles, trucks, vehicles and forklifts which relate to the Business, as set forth on Schedule 1(f) attached hereto.

(g) the miscellaneous equipment and hand tools which relate to the Business, as set forth on Schedule 1(g) attached hereto.

(h) the pre-paid assets which relate to the Business, as set forth on Schedule 1(i) attached hereto.

(i) the trade names which relate to the Business, as set forth on Schedule 1(j) attached hereto.

(j) the trademarks which relate to the Business, as set forth on Schedule 1(k) attached hereto.

(k) the customer list which related to the Business as of the Effective Date, as set forth on Schedule 1(l) attached hereto.


(l) the goodwill associated with the Business.


(m) the accounts receivable which relate to the Business, as set forth on Schedule 1(o) attached hereto.

All capitalized terms used herein, unless expressly defined herein, shall have the meanings ascribed to such terms in the Agreement.

**IN WITNESS WHEREOF**, Research Seeds, Inc. has executed this Bill of Sale as of the 2nd day of May, 1996.

RESEARCH SEEDS, INC.

  
Brent Wennberg, Secretary

By   
William Whitacre, President

**CONFIDENTIAL****ASSIGNMENT**

WHEREAS, HYTEST SEEDS, INC., 560 Fulton Street, Buffalo, New York 14240 became the owner of the following trademarks and United States Patent and Trademark Office Registrations thereof:

Registration No.Mark

1,217,757

HYTEST

1,244,726

MEDISTAN

1,304,022

TIMSTAN

WHEREAS, RESEARCH SEEDS, INC., a corporation of the State of Missouri whose address is Post Office Box 1393, St. Joseph, Missouri 64502 is desirous of acquiring title to the aforesaid trademarks and registrations:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said HYTEST SEEDS, INC. hereby assigns unto said RESEARCH SEEDS, INC., its entire right, title and interest in and to the aforesaid trademarks, and the aforesaid registrations thereof.

HYTEST SEEDS, INC.

By: **TRADEMARK**